

CONNECTION POINT

SERVICE AREA

SERVICE AREA

SERVICE AREA FOR
W.P.C. PLANT 1990

EXHIBIT "A"
NEW HAVEN'S CUSTOMER SERVICE
AREA

3728
1
2
3
4 BILL NO. S-77-07- 43

5 SPECIAL ORDINANCE NO. S- 173-77

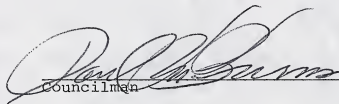
6 AN ORDINANCE approving the Water Pollu-
7 tion Control Treatment Agreement between
8 the City of Fort Wayne and New Haven.

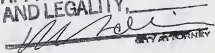
9 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF
10 FORT WAYNE, INDIANA:

11 SECTION 1. That the Agreement dated July 21, 1977,
12 between the City of Fort Wayne, by and through its Mayor and the
13 Board of Public Works and the City of New Haven, by and through
14 its Mayor and the Board of Public Works and Safety, for:

15 The City of Fort Wayne, Indiana to receive
16 and treat sewage from the City of New Haven,
17 Indiana. Pursuant to an order of the Stream
18 Pollution Control Board of the State of Indiana,
19 said Agreement also provides that all costs of the inter-connec-
20 tion including the planning, inspection and construction of any
21 transporting sewer line to said connection point shall be borne
22 exclusively by the City of New Haven, Indiana, all as more
23 particularly set forth in said contract which is on file in the
24 Office of the Board of Public Works and is by reference incorpo-
25 rated herein, made a part hereof and is hereby in all things rat-
26 ified, confirmed and approved.

27 SECTION 2. This Ordinance shall be in full force and
28 effect from and after its passage and approval by the Mayor.

29
30 
31 Councilman

32
33
34 APPROVED AS TO FORM
35 AND LEGALITY,

CITY ATTORNEY

Read the first time in full and on motion by Burns, seconded by

Hinga, and duly adopted, read the second time by title and referred to the Committee on City Utilities (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock _____ M., E.S.T.

DATE: 7-26-77

Charles W. Westerman
CITY CLERK

Read the third time in full and on motion by Burns, seconded by Stier, and duly adopted, placed on its passage.

PASSED (Lost) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	_____	_____	_____	_____
<u>BURNS</u>	<u>✓</u>	_____	_____	_____	_____
<u>HINGA</u>	<u>✓</u>	_____	_____	_____	_____
<u>HUNTER</u>	<u>✓</u>	_____	_____	_____	_____
<u>MOSES</u>	<u>✓</u>	_____	_____	_____	_____
<u>NUCKOLS</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT, D.</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT, V.</u>	<u>✓</u>	_____	_____	_____	_____
<u>STIER</u>	<u>✓</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>✓</u>	_____	_____	_____	_____

DATE: 8-9-77

Charles W. Westerman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE

(RESOLUTION) No. S-173-77 on the 10th day of August, 1977

ATTEST: (SEAL)

Charles W. Westerman
CITY CLERK

John Nuckols
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 10th day of August, 1977, at the hour of 1:00 o'clock P M., E.S.T.

Charles W. Westerman
CITY CLERK

Approved and signed by me this 16th day of August, 1977, at the hour of 8:30 o'clock A M., E.S.T.

Robert Elmschong
MAYOR

Bill No. S-77-07-43

REPORT OF THE COMMITTEE ON CITY UTILITIES

We, your Committee on City Utilities to whom was referred an Ordinance
approving the Water Pollution Control Treatment Agreement between the City
of Fort Wayne and New Haven

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance SS PASS.

PAUL M. BURNS - CHAIRMAN

FREDRICK R. HUNTER - VICE CHAIRMAN

VIVIAN G. SCHMIDT

WINFIELD C. MOSES, JR.

JAMES S. STIER

Vivian G. Schmidt

CONCURRED IN

DATE 8-9-77 CHARLES W. WESTERMAN, CITY CLERK

FORT WAYNE WATER POLLUTION CONTROL UTILITY
Fort Wayne, Indiana

WATER POLLUTION CONTROL TREATMENT AGREEMENT
BETWEEN
THE CITY OF FORT WAYNE, INDIANA
AND
THE CITY OF NEW HAVEN, INDIANA

THIS AGREEMENT (hereinafter referred to as "Agreement") entered into this 2/5th day of July, 1977, by and between the CITY OF FORT WAYNE, INDIANA, a municipal corporation of the State of Indiana (hereinafter referred to as "Contractor") and the CITY OF NEW HAVEN, INDIANA, a (municipal) corporation of the State of Indiana (hereinafter referred to as "Contractee"),

WITNESSETH THAT:

WHEREAS, Contractor has a sewage treatment plant that is presently receiving Federal and State grant assistance in the expansion of the capacity thereof, which, when expended, will have a capacity available for the treatment of sewage from Contractee; and

WHEREAS, Contractee does not have a sewage treatment plant with the capacity and/or capability to adequately treat the sewage from its service area; and

WHEREAS, the Stream Pollution Control Board of the State of Indiana did issue the following order concerning the mutual obligations undertaken in this contract on December 28, 1973 in Cause No. B-196:

"That the City of Fort Wayne, Indiana receive and treat sewage from the City of New Haven, Indiana.

IT IS FURTHER ORDERED that the Officials of the City of Fort Wayne meet with the Officials of the City of New Haven to negotiate the terms and conditions of a contract to accomplish the above, outlining a timetable and plan of implementation, said contract to be submitted to the Board for approval within 90 days from the date of issuance of a final order and determination on this matter."

and

WHEREAS, the Stream Pollution Control Board of the State of Indiana did on the 28th day of December, 1973, in Cause No. B-165 issue the following order:

"That the City of New Haven, Indiana cease and desist from discharging inadequately treated sewage to waters of the State of Indiana.

IT IS FURTHER ORDERED that the City of New Haven abandon the municipal sewage treatment plant and connect to the Fort Wayne, Indiana, sewer system for treatment within twelve (12) months of the date of this order."

and

WHEREAS, the parties wish to comply with the order of said Stream Pollution Control Board by providing the collection and treatment of sewage pursuant to the terms and conditions herein; and

NOW, THEREFORE, Contractor agrees to provide Contractee with sewage treatment service through Contractee's connection with the Fort Wayne sewer system for sewage treatment pursuant to the following terms and conditions:

1. EFFECTIVE DATE. It is understood and agreed between the parties that this contract shall become effective after its execution and approval by the Board of Public Works and Common Council of the Contractor and by the Board of Public Works and Safety and the Common Council of the Contractee and on the day upon which the Contractee hooks into the Fort Wayne Sewer System or three (3) years from the date of execution of this agreement, whichever occurs first; but that neither party hereto shall be bound hereby until the City of Fort Wayne has received an order or directive from the Environmental Protection Agency to proceed with the construction of the presently proposed improvements and additions to its present sewage treatment facilities with project number C-180538 and the City of New Haven has received an order or a directive from the Environmental Protection Agency to proceed with the construction of proposed improvements and additions to its present sewage system with project number C-180783-New Haven. It is also understood and agreed that this agreement is subject to approval of the Indiana Stream Pollution Control Board, the Indiana Board of Health, the Environmental Protection Agency and any other regulatory agencies as may be legally required. In the event any of these agencies do not approve this Agreement in its entirety, this Agreement shall have no force and affect.

2. TERM OF AGREEMENT. This Agreement shall continue in full force and effect for twenty (20) consecutive years from the first date of connection or three (3) years from date of the execution herein, whichever occurs first.

This Agreement shall continue in full force and effect for an indeterminate number of five (5) year terms after the initial term unless one of the parties shall notify the other in writing at least three (3) years prior to the expiration of the original term or any additional five (5) year terms of its desire not to continue the Agreement. In the event that there has been a change in physical conditions or rates applicable within the three (3) year period prior to the expiration of the original term or any additional term, then the terms and conditions of any renewal hereunder shall be re-negotiated in order to reflect the effect of such changes and the terms and conditions of this Agreement.

3. INTERCONNECTION. Contractee shall connect into a sanitary line which is presently a part of Contractor's sewer system at a point specified particularly by Contractor in the vicinity of the intersection of Estella Avenue and Nelson Road in Allen County, Indiana or such other location or locations that the parties may agree upon.

The purpose of the connection shall be to transport Contractee's sewage to the Contractor's sewer system for treatment. The sewer from the metering point to the connection point shall be a 24 inch diameter transporting gravity sewer line and shall belong to New Haven.

Because said transporting gravity sewer line (Nelson Road) is to be located within the service area of Contractor as shown on Exhibit "A", the Contractor shall have the right to issue tap-ins and charge its normal monthly rates to any new customers along such gravity sewer. The Contractor shall also collect from these new customers a connection charge of Five Dollars (\$5.00) per each One Hundred (100) gallons of estimated flow per month from the customer being connected on the property to be served but in no event less than a total of Five Hundred Dollars (\$500.00) for each customer to be serviced.

*304
JH
R.B.H.*

The ~~connection charge~~ collection of connection charges is assigned to Contractor, ~~and the Contractor shall~~ *H.M.W.
S.H.B.
N.H.G.
J.H.*

Such connection charges shall be forthwith paid by Contractor to Contractee in reimbursement of the local costs of said sewer. Local costs are defined as the capital costs of the construction of such sewer less federal and state grant funds applicable thereto, together with interest charges in connection with financing such construction.

In the event the connection of Contractor's customers to such gravity sewer shall exceed five per cent (5%) of the total volume of flow carried by such gravity sewer, then Contractor shall participate in all operation and maintenance expenses of the gravity sewer on a pro-rated basis with Contractee. Contractee shall be responsible for the operation and maintenance of such gravity sewer, except to the extent of such use by Contractor.

On or after twenty (20) years from construction of such gravity sewer, the Contractee shall transfer title of such gravity sewer to the Contractor, in the event that it is legally possible for Contractee to do so. On and after such transfer, Contractor shall pay all the costs for operation and maintenance of such gravity sewer.

In the event the ownership of the gravity sewer is transferred to Contractor, Contractee shall have the continuing right to use such gravity sewer for the purpose of transporting New Haven sewage throughout the useful life of the gravity sewer.

Contractee will prepare, provide and construct, at its expense, the following:

A. Engineering plans and specifications for the gravity sewer line, pumping stations, measuring devices and appurtenances to connect its present system with the present Fort Wayne system at the metering and connection points, with copies of such plans and specifications to be given to the City of Fort Wayne at least two (2) weeks before the same are submitted for approval to the Indiana Stream Pollution Control Board and the Indiana Board of Health in order to allow Fort Wayne to review and make written comment with respect to said submissions.

B. The easements relating to any land over which the transporting gravity sewer line is to be constructed are to be obtained and recorded.

It is expressly understood and agreed between the parties that all costs of the inter-connection including the planning, inspection and construction of any transporting gravity sewer line to said connection point shall be borne exclusively by Contractee.

4. ACCEPTANCE AND TREATMENT OF SEWAGE.

A. Responsibility for Delivery and Transportation. Contractee shall be solely responsible for delivery of the sewage material to the metering point and/or tap-in point in a form suitable for passage through the Fort Wayne sewer line system. The metering point and tap-in point are located as shown on Exhibit "A". Said sewage material shall be delivered from the Contractee's sewage line system to the tap-in and metering point by a gravity sewer line. Contractor shall be solely responsible for transporting the sewage material from the tap-in point and delivering the same to its sewage treatment facilities.

B. Treatment.

Contractor shall be solely responsible for the proper treatment and transportation of the sewage materials received from Contractee in accordance with the requirements and standards of the Indiana Stream Pollution Control Board, Indiana State Board of Health and the Environmental Protection Agency.

C. Sewage Material Acceptable.

Contractee shall comply in every regard applicable with Chapter 24 of the Code of the City of Fort Wayne, Indiana of 1977, (copy in appendix) and as amended from time to time thereafter and as applicable to all users of the system and specifically but not limited to, Article III, Prohibited

Industrial Discharges, and the Rules and Regulations of the U. S. Environmental Protection Agency. Contractor shall be under no obligation whatever to accept any type of waste or toxic materials, if said waste or material is a prohibited discharge under rules of any regulatory agency having jurisdiction in the circumstances. Contractor has no obligation to accept radioactive material. It is recognized by Contractee that the Code of the City of Fort Wayne, Indiana of 1977, Chapter 24, may be amended from time to time so as to change the type of wastes which must be accepted by Contractor and the parties specifically agree to such amendments.

Upon discovery that acceptable sewage materials as defined by Chapter 24 of the Code of the City of Fort Wayne, Indiana of 1977, as amended from time to time, of waste or materials deemed unacceptable pursuant to rules and regulations duly promulgated by any regulatory agency having jurisdiction, are being transmitted by the Contractee's connection to Fort Wayne's system:

(1) Upon verbal notification and confirmation thereof in writing, Contractee shall immediately cease delivery of such materials and/or waste within twenty-four (24) hours.

(2) If Contractee shall fail to cease said transmission immediately, Contractor may, at its option, without liability and at Contractee's cost:

(a) If such is ascertainable, cut off the user, which is found to be delivering unacceptable sewage to the Contractee's sewer system;

(b) Cease servicing the entire Contractee system and cease accepting all sewage transmission from Contractee until the cause for such action is remedied to the satisfaction of Contractor, the U.S. Environmental Protection Agency and the Stream Pollution Control Board of Indiana;

(c) Contractee shall bear all liabilities and costs which Contractor may, in its sole discretion, incur or be liable for, either by the further transmission of said unacceptable sewage by Contractor or exercise of its rights hereunder; or both.

D. Volume.

In the event Contractor is required to accept sewage from Contractee in volumes of flow which average more than 2.5 mgd for any (hereinafter "base mgd") 90 day period (hereafter "qualifying period"), then an additional treatment plant

capital charge (hereafter "surcharge") will be paid by Contractee, subject to the following provisions:

(1) The surcharge shall be equal to the capital charge (as approved by EPA) for Contractor's treatment rate for all users multiplied by the ratio of the excess mgd during the qualifying period to the base mgd expressed in and collected for per 100 cu. ft. thereof.

(2) In no event shall the Contractor be required to accept sewage from New Haven in volumes of flow which average more than double base mgd for any subsequent qualifying period.

The surcharge shall be collected, beginning with the first day of said date or any amendment thereof. The City of Fort Wayne shall not be required to accept sewage from New Haven in volumes of flow which average more than 5.0 mgd for any 90 day period.

E. Cost of Treatment.

(1) Rate. Contractee agrees to pay to Contractor for the conveyance and treatment of sewage flow received at the metering point both in respect of the volume and composition of such flow as set out in the contract rate attached hereto as Exhibit "B". As provided in said rate schedule, as approved by EPA and all legislative and regulatory bodies having jurisdiction thereof, Contractee agrees to pay, when applicable, any zone surcharge, excess strength surcharge, or flat charge so provided for.

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1/15
R.H.
The rates set forth in Exhibit "B", it is understood by the parties, will be subject to annual review and adjustment whenever the rates charged all ~~other contract~~ users are reviewed and adjusted. *H.P.W.*
mgd

(2) Measure of Volume. Contractee shall install proper and adequate metering and sampling devices for the purpose of measuring the volume of sewage materials delivered to the metering point on Exhibit "A" for treatment, and to provide sampling and monitoring capability. Said metering and sampling devices shall be constructed in a manner and in a place acceptable to Contractor. The design of meters and metering points shall be approved by Contractor. Such metering facilities shall contain two (2) metering devices. The first metering device shall be a magnetic flow meter. The second metering device shall be an electrical clock hour meter with a wet wall level recording chart.

Each such devise shall be subject to the inspection, testing and approval of each party at all times. For these purposes, and for the purposes of reading and recording data from said meters, each party shall at all times have complete and free access to said metering points and devices.

The costs of planning, designing, building and installing metering point or points and devices including acquisition of real estate shall be borne exclusively by Contractees. In addition, Contractee shall assume complete responsibility, including costs, for the installation, maintenance and repair of said metering devices, and will further defray any costs incurred by reason of testing of the metering devices as requests may be made by Contractor from time to time, provided such requests are reasonable as to frequency and nature of tests required.

Sampling devices which are capable of providing a twenty-four (24) hour composite sample taken hourly shall be installed and maintained by Contractee. The location of such sampling devices and the specifications thereof shall be approved by the Contractor.

Composite twenty-four (24) hour sampling will be conducted at the minimum of weekly intervals. Parameters to be tested shall include PH, suspended solids, COD, BOD, phosphorus, metal ions, total nitrogen and other testing as required to satisfy Indiana Stream Pollution Control Board and the U.S. Environmental Protection Agency regulations.

Material samples as received from the sampling device shall be available to both contracting parties. In the event the Contractor provides testing for such samples, the reasonable cost of providing such services shall be paid by Contractee.

Results of tests on samples shall be exchanged between the parties.

(3) Payment. The volume of sewage accepted by Contractor into its sewage system for processing from Contractee as measured by such metering devices shall be determined on or about the first Monday of each calendar month and Contractee shall be billed within thirty (30) days thereafter for all charges applicable under rate schedules then in effect for the previous thirty (30) day metered period. Such charges shall commence on the first date sewage is accepted by Contractor into its sewage system from Contractee for processing. Payment shall be made by Contractee promptly, without the right of set-off, within twenty (20) days after being billed by Contractor. Contractee shall make said payments to Contractor regardless of changes in conditions or litigation or other events so long as Contractor treats the sewage materials of Contractee.

(4) Rate Covenants of Contractee. Contractee shall institute, maintain and enforce a system of user charges in accordance with Sec. 204 B (1), Public Law 92-500 as amended and supplemented and guidelines and regulations promulgated by EPA from time to time thereunder. Contractee shall provide evidence of continuing compliance therewith as required by Contractor and pursuant to foregoing legislation and rules.

Contractee shall adopt and enforce ordinances providing for rates, rules and regulations and use of its sewage system which are in conformity with requirements adopted and enforced by the Contractor for the purpose of permitting the Contractor, on a continuing basis, to be awarded grants from the State of Indiana and from EPA and other governmental agencies which may now or in the future offer grants incident to the treatment and collection of sewage.

(5) Industrial Cost Recovery System. The Contractee shall institute, maintain and enforce the Industrial Cost Recovery System for industrial users (as such users are defined in 40 CFR 35.905-8) as required under the rules and regulations of EPA with particular reference to paragraph 35.935-13 and 35.928-1 and 35.928-2 of the rules and regulations of EPA pursuant to Public Law 92-500, and all acts and amendments subsequent thereto. (A copy of the existing system is included in the appendix).

Contractee shall collect in trust from industrial users of its system industrial cost recovery funds as may be required by the prevailing federal statutes and EPA regulations referred to above as may be further directed and mandated by the Contractor, for and on behalf of Contractor, in respect of its requirements imposed by the EPA so that said Contractor may, on a continuing basis, meet all of the requirements of its Industrial Cost Recovery System. All funds collected from industrial users served by the sewage system of the Contractee in respect of state and federal grants of which the Contractor is grantee shall be held in trust as collected and shall be remitted to Contractor in accordance with payment provisions set forth elsewhere in this Agreement. In the event, pursuant to written notice thereof, Contractee fails to comply with enforcement or collection requirements of the Industrial Cost Recovery and User Charge or any other provisions of PL 92-500 which failure places in jeopardy or in any other manner makes Contractor deficient and/or delinquent as a grantee of the state and federal governments, then Contractor can levy charges and collect revenues from users of Contractee's system to satisfy any such deficiency.

F. Industrial Customer's Reports.

In remitting Industrial Cost Recovery Funds to Contractor as referred to above, information will be submitted by Contractee on a monthly basis or such longer period as agreed to by the parties in writing, including the name of the industry, industrial flow, analysis of waste and such other information as may be deemed necessary and useful to meet the requirements of EPA and the Contractor.

G. Billing.

Contractor will be responsible for reading the metering devices at metering and tap-in points and billing the Contractee therefor in accordance with rate schedules then in effect. Contractee shall have the right to check the data and the billing.

5. LITIGATION. Any litigation now, in the past or future, with customers within Contractee's customer service area at the time of the execution of this Agreement, including but not limited to the so-called Meadowbrook area, shall be borne solely by Contractee's sewage customers or sewage system. Contractor agrees to take responsibility for any customers presently within Contractor's customer service area. Contractee agrees and undertakes to hold harmless and indemnify Contractor from any damages it may suffer by reason of any litigation initiated against Contractor because of the Sunnymede School, Rea Magnet Wire and the Weatherhead sewer line customers.

Litigation is pending between Fort Wayne and Indiana Suburban Sewers, former owners of the sewer system which New Haven will connect to. In the event this Agreement or payment of the fees therefrom is attacked by Indiana Suburban Sewers, New Haven and Fort Wayne shall jointly defend this Agreement. During such periods, New Haven shall pay all sewage treatment fees due Fort Wayne pursuant to the terms herein unless restrained by a court of law. In the event this Agreement is attacked by any other party, New Haven and Fort Wayne shall jointly defend this Agreement.

6. TRANSFER OF INTEREST IN EXISTING SEWERS. Contractee agrees to transfer and assign to Contractor any right, title or interest it may have in and to the sewers hereafter described along with any customers connected thereto, to-wit:

MAIN LINE

Beginning at an existing lift station located along the Southeast right-of-way of the intersection of U.S. Highway 30 (Lincoln Highway) and the Adams Center Road; thence, South from said lift station along the East right-of-way of Adams Center Road, terminating at a manhole located 600+ lineal feet North of the intersection of the Adams Center Road and the Moeller Road.

LATERAL

Beginning at a manhole located along the East right-of-way of Adams Center Road and 1,900+ lineal feet South of the above-described lift station; thence, West in a sanitary sewer easement a distance of 1,550+ lineal feet to the right-of-way of Dellwood Drive; thence, North of its intersection with the right-of-way of Sunwood Drive; thence, West along the right-of-way of Sunwood Drive, a distance of 1,300+ lineal feet terminating at the building sewer of the Sunnymede School.

The above-described sewers serve Rea Magnet Wire, The Weatherhead Company and the Sunnymede School.

Such assignment and transfer by New Haven to Fort Wayne shall be subject to all of the rights, titles and interests of East Allen County Schools, Rea Magnet Wire, the Weatherhead Company and any contracts and contractual rights of such parties or their assigns, provided all said contracts are attached hereto as Exhibits "C" and "D", and do not supercede any provisions of this Agreement.

7. COMPLIANCE WITH RULES, REGULATIONS, STANDARDS AND LAWS.

The parties of this Agreement shall comply with all state and federal regulations, standards and laws regarding the collection and treatment of sewage and the operation of their respective systems. In the event studies and/or rehabilitations are necessary or required as a condition of Contractor or Contractee receiving a sewage grant, Contractee shall proceed forthwith at its expenses to satisfy such requirements.

8. RIGHT OF FIRST REFUSAL AND SERVICE AREA.

During the term of this Agreement, Contractee shall not expand its sewer system outside of Contractee's service area as identified on Exhibit "A" without the express written approval of Contractor which approval shall not be arbitrarily or unreasonably withheld or denied. Said approval shall be given by Contractor if Contractor is not desirous of expanding into said area or is unable or unwilling to service the area or user requesting sewage service in said area. It is agreed that both municipalities will cooperate to furnish sewage service in said area and that such service will be the most economically feasible to all parties under existing circumstances.

9. MORE THAN ONE TAP-IN POINT.

Should it become necessary or convenient for the parties hereto to connect into the Contractor's sewer system at more than one point in order to permit adequate service, then the location of such tap-in point shall be negotiated between the parties. All of the terms and conditions of this Agreement, including metering and sampling, shall remain the same as in this Agreement.

10. REMEDIES IN THE EVENT OF DEFAULT.

In the event that Contractee shall default hereunder and said default is not cured within thirty (30) days of written notice of same, or in the event said default is not of a type which can be cured within thirty (30) days, or Contractee is not proceeding with due diligence to cure said default within thirty (30) days after said payment is due to Fort Wayne (no notice being necessary in the event of non-payment), then Contractor may apply to any Court for the appointment of a receiver to administer all of Contractee's sewer works in the place of and stead of Contractee and to fix, charge and collect rates for such services. Collections from such an arrangement shall be paid out as follows:

First, to payment of any delinquent sewage charges due to the City of Fort Wayne;

Second, to payment of expenses of operation, repair and maintenance of the Contractee's system;

Third, to payment of any revenue bond obligations, or matured long-term debt;

Fourth, to payment of any other obligations hereunder.

Contractee now consents and agrees to the appointment of such a receiver in the event of default and specifically acknowledged receipt of sufficient consideration for such consent and agreement, and now waives any further recourse to said appointment.

11. REFERENCE TO SPECIFIC AGENCIES. Wherever reference is made herein to a specific agency or governmental unit, the same shall refer to that agency or governmental unit and any other organization or organizations which assumes the functions and duties of the agency or governmental unit.


12. NOTICES. Any notices required or desired to be given under this Agreement may be served personally or by mail. Any notice given by mail shall be deemed to have been served upon certified mailing, return receipt requested, postage prepaid, addressed to the party to be served at the last address filed by such party with the other party. At the date of the execution of this Agreement, Fort Wayne's address is City-County Building, Attention of the Mayor, and New Haven's official address is City Hall Building, New Haven, Indiana, Attention of the Mayor.

13. BENEFIT. All of the provisions of this Agreement shall inure to the benefit of, and shall be binding upon, the successors and assigns of this Agreement.

14. ORIGINALS. This Agreement is executed in several counterparts. Each signed copy shall have the force and effect of an original.

IN WITNESS WHEREOF, the Officials of said municipalities authorized to sign and execute this Agreement do now for and on behalf of their respective municipality all as of the date and year first above set forth.

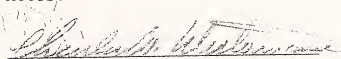
Approved:

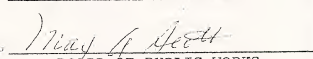

Mayor, City of Fort Wayne

City of Fort Wayne, by




Attest:


Clerk, City of Fort Wayne


BOARD OF PUBLIC WORKS

Approved as to Form and Legality:

William W. Salin
City Attorney of Fort Wayne

Approved:

Robert E. Scott
Mayor, City of New Haven

City of New Haven, by

Robert E. Scott

Attest:

Helen L. Purvis
Clerk-Treasurer, City of New Haven

Jerry A. Tobin
Robert E. Scott
BOARD OF PUBLIC WORKS AND SAFETY

Approved as to Form and Legality:

William W. Salin
City Attorney of New Haven

STATE OF INDIANA)

) SS:

COUNTY OF ALLEN)

Before me, a Notary Public in and for said County and State, personally appeared Henry P. Wehrenberg, Chairman; Ethel Lamar and Max Scott, Members; and Ursula Miller, Clerk of the Board of Public Works of the City of Fort Wayne; and Robert Armstrong, Mayor of the City of Fort Wayne, and acknowledged the execution of the above and foregoing contract this 21 day of July, 1977.

Ursula Miller
, Notary Public

My Commission Expires:

3-3-80

, 1977.

Pat. Smithwick

My Commission Expires:

December 21, 1979

-13-

FORT WAYNE WATER POLLUTION CONTROL UTILITY
Fort Wayne, Indiana

Schedule of Proposed User Charge Rates and Surcharge Rates

A. User Charges

	<u>Class of User</u>	
	<u>Domestic</u>	<u>Manufacturing</u>
1. <u>Volume Charges (cents per 100 cu. ft.)</u>		
Treatment charge	9.6	9.6
Conveyance, Collection & Billing	18.5	14.3
Capital charge	<u>4.2</u>	<u>3.2</u>
Total User Charges	<u>32.3</u>	<u>27.1</u>
2. <u>Minimum User Charges</u>		
<u>Meter Size</u>		
5/3" - 3/4" - rate per month	\$	1.95
1" - 1 1/2" - rate per month		5.80
2" - rate per month		11.85
3" - rate per month		23.75
4" - rate per month		39.50
6" and larger - rate per month		109.75
3. <u>Flat Charges</u> - per customer per month - domestic		4.75

B. Industrial and Commercial Excess Strength Surcharge

SS in excess of maximum allowable - cents per lb.	2.027
BOD in excess of maximum allowable - cents per lb.	2.029
Ph in excess of maximum allowable - cents per lb.	36.084

C. Industrial Cost Recovery Rate

Charge for flow - cents per 100 cu. ft.	1.184
Charge for BOD - cents per lb.	.490
Charge for SS - cents per lb.	.675
Charge for Ph - cents per lb.	4.480

Minimum Charge: In no event will the aggregate payment hereunder for Industrial Cost Recovery for any qualifying user be less than 4¢ per 100 cu. ft. of waste flow.

D. Contract Sewage Treatment

Total Charge (including user and capital charge) - cents per 100 cu. ft.	13.8
Plus: Other charges for conveyance and surveillance where applicable.	

E. Zone Surcharge

Excess percentage of charges imposed by application
of Schedule A, B and D - %

36.0

Correct Copy

AGREEMENT

THIS AGREEMENT, made and entered into this 6th day of February, 1961, by and between the Town of New Haven, a municipal corporation, in Allen County, State of Indiana, by and through its Board of Trustees, hereinafter referred to as "Town", and Rea Magnet Wire Company, Inc., a Delaware Corporation, with a place of business at Fort Wayne, Indiana, hereinafter referred to as "Rea", WITNESSETH:

WHEREAS, the Town is now the owner of a sanitary sewer line heretofore installed by the New Haven Public Schools connecting the Sunnymede School on Sheridan Road with the sanitary sewer system of the Town, which line runs in an easterly and westerly direction through an easement located in the North 10 feet of the South One-half of the Southeast quarter of the Southeast quarter, except the west 210 feet thereof, in Section 9, Township 30 North, of Range 13 East, in Allen County, Indiana;

AND, WHEREAS, Rea is the owner of a tract of 78.25 acres of land on the south of and adjoining said Southeast quarter of Section 9, Township 30 North, of Range 13 East, being described as the East Half of the Northeast Quarter of Section 16, in Township 30 North, of Range 13 East, except the right-of-way of the Pittsburgh, Fort Wayne and Chicago Railroad Company, which it intends to develop for industrial purposes and upon which it is now constructing a building for laboratory purposes, and for the purpose of acquiring a sanitary sewer outlet for the benefit of Rea and future owners and occupants

of its said real estate Rea has acquired an easement for sanitary sewer purposes described as follows, to-wit:

A strip of land 5 feet in width, the same being $2\frac{1}{2}$ feet in width on each side of a center line described as follows: Beginning at a point on the South line of the East half of the Southeast Quarter of the Southeast Quarter of Section 9, in Township 10 North, Range 13 East, in Allen County, Indiana, which point is $27\frac{1}{2}$ feet west of the Southeast corner of said Section 9; and running thence in a northerly direction, parallel to and at a distance of $27\frac{1}{2}$ feet west of the East line of said Southeast quarter of said Section 9 to a point 5 feet South of the North line of said South half of the Southeast quarter of the Southeast quarter of said Section 9, said point being in the center of the easement through and under which the said sanitary sewer line of the Town is now located,

and proposes to install in said easement a sanitary sewer line, eight (8) inches in diameter, running from the property so owned by it to a tap-in and connection with the said sanitary sewer line of the Town at the point of intersection of the easement so acquired by Rea with the easement in which the said sanitary sewer line of the Town is now located;

AND, WHEREAS, it is the opinion of the Board of Trustees of said Town that it would be to the best interests of said Town to permit such tap-in;

NOW, THEREFORE, the Town now gives and grants to Rea the right to make a tap-in to and connect the sanitary sewer line proposed to be installed by Rea in the easement above referred to with the sanitary sewer system of the Town at the point where the said sanitary sewer line to be installed by Rea would intersect the sanitary sewer line now owned by the Town in the north 10 feet of the said South One-half of the Southeast quarter of the Southeast quarter

of said Section 9 Township 30 North, Range 13 East, in Allen County, Indiana, subject to the following terms, conditions and agreements:

1. The installation of said sewer line shall be at the sole cost and expense of Rea, including the standard fee of the Town for the tap-in;

2. The installation of said sanitary sewer line shall be done in a careful and workmanlike manner and to the approval of the Town Engineer.

3. Such sanitary sewer line installed by Rea shall be and remain the private property of Rea, its successors and assigns;

4. No materials or chemicals harmful to the sewage system of the Town shall be permitted to be placed in or flow through said sanitary sewer line of Rea;

5. No tap-in to that portion of the sanitary sewer line so installed by Rea shall be made without the consent of the Town.

6. There shall be no charge against Rea or any other lawful users of said sanitary sewer line when the same has been installed and connected excepting such charges for sewage purposes as are prescribed from time to time by the rules and ordinances lawfully enacted by the Board of Trustees of said Town applying to the sewer system of said Town.

In WITNESS WHEREOF, the parties hereto have hereunto
caused their names to be signed by officers thereto duly
authorized, the day first above written.

TOWN OF NEW HAVEN

By S/ M. M. Hathaway

S/ R M Hoot

Seal

S/ Lyte Tuttle

S/ Arthur Sheets

S/ Wm F Reese

Board of Trustees, Town of New Haven

REA MAGNET WIRE COMPANY, INC.

Seal

By R. W. Searles
Its President

Approved Consent

Above agreement approved at meeting of the 6th day
of February, 1961

Seal

New Haven Public Schools

by Carl L. Leslie Pres

Paul R. Wiese

Herbert Brown

Walter M. Goshko

By John T. Brown

New Haven Public Schools

A G R E E M E N T

THIS AGREEMENT, made and entered into this 10th day of April, 1957, by and between New Haven Public Schools, by and through its Board of Trustees, hereinafter referred to as "School", and the Town of New Haven, by and through its Board of Trustees, hereinafter referred to as "Town", WITNESSETH:

WHEREAS, the School has heretofore installed a sanitary sewer line connecting the Sunnynede School on Sheridan Road with the sanitary sewer system of the Town and has expended the sum of \$41,207.13 Dollars therefore;

WHEREAS, the School has constructed said sanitary sewer line of greater capacity than it needed, to meet not only the sanitary needs of the said Sunnynede School but also to provide for the future sanitary sewer needs of the area in the vicinity of said sewer line as such area may develop;

WHEREAS, the Town, which now owns said sewer line, desires to reimburse the School in the sum of \$41,207.13 Dollars from proceeds it may collect in the future from tap-in charges, and the School is willing to permit additional taps to be made under terms and provisions hereinafter set out;

NOW THEREFORE, IT IS AGREED by the parties as follows:

The Town shall reimburse the School for each tap made in said sewer line the sum of \$250.00 Dollars. ^{for a period of 20 years from date hereof} It is further agreed that the Town shall have the right and privilege to make connections and extensions from the taps into the sewer line and shall be entitled to all sewerage revenue from said connections and extensions; provided, however, that no additional connections or extensions or taps shall be made which would overburden said sewer line so as to interfere with the operation thereof or the use thereof by the School.

The Town further Agrees that each residence to be served by the sewer line will be charged a full tap-in fee, even though two or more individual residences combine to make one tap on the line. In the event that a group of rental houses or house trailers or in the event a business or commercial establishment desire to connect

sewer
into this/line, then before the Town grants any permission concern-
ing same, it agrees to negotiate this matter with the School. Upon
the reimbursement of the School by the Town in the sum of FORTY-ONE
THOUSAND TWO HUNDRED SEVEN AND 13/100 DOLLARS (\$41,207.13) then the
Town's obligation to make payment to the School for tap-ins shall
cease.

IN WITNESS WHEREOF, the parties hereto have executed
this instrument the day and year first above written.

NEW HAVEN PUBLIC SCHOOLS

BY

Gay M. Lurie
John E. Van Kirk
John E. Arnold
Paul Schnepel
Wm. E. David
Board of Trustees, New Haven Public
Schools

TOWN OF NEW HAVEN

BY

John E. Skiny
Harold P. Parker
Carl H. Mansworth
David C. Hobbs
James E. Mansfield
Board of Trustees, Town of New Haven

TITLE OF ORDINANCE WATER POLLUTION CONTROL TREATMENT AGREEMENT BETWEEN CITY OF FORT WAYNE
AND NEW HAVEN, INDIANA
DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

S-77-07-43
SYNOPSIS OF ORDINANCE WATER POLLUTION CONTROL TREATMENT AGREEMENT BETWEEN CITY OF
FORT WAYNE AND NEW HAVEN, INDIANA, CONTRACT OUTLINING A TIMETABLE AND PLAN OF
IMPLEMENTATION - PURPOSE: TO TRANSPORT THE CITY OF NEW HAVEN'S SEWAGE TO THE CITY
OF FORT WAYNE'S SEWER SYSTEM FOR TREATMENT.

EFFECT OF PASSAGE THE CITY OF FORT WAYNE CONFORMING WITH THE STREAM POLLUTION
CONTROL BOARD OF STATE OF INDIANA'S ORDER TO ACCEPT THE SEWAGE OF CITY OF NEW HAVEN
AND ALSO IN LIEU OF FEDERAL AND STATE GRANT ASSISTANCE IN EXPANSION OF SEWAGE TREATMENT PLANT
EFFECT OF NON-PASSAGE VIOLATION OF STREAM POLLUTION CONTROL BOARD ORDER

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) RATE AS APPROVED BY EPA AND
CITY COUNCIL -- ALL COSTS OF THE INTER-CONNECTION INCLUDING THE PLANNING, IN-
SPECTION AND CONSTRUCTION OF ANY TRANSPORTING SEWER LINE TO SAID CONNECTION POINT SHALL
BE BORNE EXCLUSIVELY BY THE CITY OF NEW HAVEN, INDIANA.

ASSIGNED TO COMMITTEE _____